



CITY OF COSTA MESA
Public Services Department - Recreation Division

"Parks Make Life Better"

November 7, 2011

2012 COMMUNITY GARDEN RENEWAL

FEES DUE DECEMBER 19, 2011 – NO EXCEPTIONS GRANTED

Dear Community Gardener:

I hope everyone has had a wonderful time tending their garden this year and enjoying a bounty of fruits, vegetables and flowers! As 2011 comes to a close, it is time to renew your community garden agreement for the upcoming year. Included in this packet for your review and completion are the 2012 Community Garden Agreement, By-Laws, and the Renewal Form. Please read them carefully before signing the renewal form.

NEW FOR 2012:

You will only need to sign and return one (1) form, the **"Garden Renewal"** form. You will **not** need to sign and return the Agreement or By-Law documents. Your signature on the renewal form is the City's assurance you have read and will abide by the Agreement and By-Laws.

FEES FOR 2012:

Community Garden registration fees will remain the same for calendar year 2012: Please note that these fees are not pro-rated.

Costa Mesa Resident fee: \$30.00

Non Costa Mesa Resident fee: \$60.00

Upon termination of a garden contract, it is the responsibility of the gardener to clear the parcel. **If a parcel is not cleared, the key deposit will not be refunded.**

Please return your signed Garden Renewal Application form and fee by mail to Costa Mesa City Hall, 77 Fair Drive, Recreation Division, 3rd Floor, Attention: Community Garden Renewal, or drop them off in person between 8 a.m. and 4:30 p.m. Make your checks payable to the City of Costa Mesa. Be sure to read the Agreement and Bylaws document before signing the Renewal form. Return the signed renewal form only along with your registration fee. We will process and return a receipt for your records.

If we have not received your completed renewal form and payment on or before **December 19, 2011, (postmarks accepted)** we will consider that as an indication you no longer wish to keep your garden parcel for the year 2012 and your parcel will be re-assigned as of January 1, 2012. **No exceptions granted.**

If you already know that you will not be keeping your parcel for another year, please contact me as soon as possible to make arrangements to return your garden key.

Thank you for your continued cooperation. If you have any questions, please feel free to contact me.

Respectfully,

Donna Theriault, Management Analyst

77 Fair Drive, Costa Mesa, CA 92626

Phone: (714) 754-5636 Fax: (714) 754-5166

E-mail: Donna.Theriault@costamesaca.gov



CITY OF COSTA MESA
Public Services Department - Recreation Division

Community Garden Agreement

This Agreement is made this 1st day of January, 2012, by the City of Costa Mesa, a municipal corporation (“City”) and “Gardener”.

City has established an area for a Community Garden on property owned by the City at the address noted below. The Community Garden will be divided into parcels in an area of approximately 15 feet by 15 feet. Gardeners entering into this agreement, and when City is willing to allow Gardener to do so, are subject to the terms and conditions herein contained. Violation of this agreement and/or Bylaws shall be grounds for termination of privileges afforded to the Gardener by this Agreement.

NOW, THEREFORE, it is agreed by and between both parties hereto as follows:

1. Gardener is hereby granted the privilege, after paying required fees, (fees are not pro-rated) of using their assigned garden parcel within the Del Mar or Hamilton Community Garden.
2. Gardeners are not permitted to transfer or sell their assigned parcel to another person.
3. City will provide: Parcel for gardening, a water source, gate key, parking area (Del Mar Garden only), and trash containers as needed. Gardener shall provide: labor, tools, seeds, plants and all other supplies, materials and equipment necessary to work the parcel.
4. City shall have the right, at any time, to enter and inspect any parcel. Gardeners must maintain their parcel in a clean, neat and weed free condition at all times. **A maximum of 3 requests to clean parcel will be given. Fourth contact will be notification that your parcel will be reassigned.**
5. The City of Costa Mesa is not responsible for any notices that the gardener does not receive due to change of address, e-mail or phone number. It is the gardener’s responsibility to notify the City of any change of contact information.
6. Gardeners shall follow the rules of this Agreement and the attached By-laws of the Community Garden, heretofore or hereafter, established by the Recreation Manager. If a violation is found, gardeners will be notified by e-mail, telephone or in writing of the violation. If the violation is not corrected within two (2) weeks of the date of notification, the parcel will be considered abandoned. Violation of this agreement and/or Bylaws shall be grounds for termination of privileges afforded to the Gardener by this Agreement. Termination notification will be sent via e-mail, telephone or in writing.
7. Gardener agrees to waive and release the City of Costa Mesa, its officers, agents, employees and volunteers from and against any claims, costs, liabilities, expenses or judgments, including attorney’s fees and court costs arising out of participation in City Community Garden Program, or any illness or injury resulting therefrom, and hereby agree to indemnify and hold harmless the City from and against any and all claims, except illness and injury resulting directly from gross negligence or willful misconduct on the part of City or its employees. Gardener further agrees to indemnify and hold harmless the City from and against any and all claims, except illness and injury resulting directly from gross negligence or willful misconduct on the part of City or its employees made by guests, invitees or other persons coming into the Garden premises at the actual or implied invitation or consent of the Gardener. Gardener understands that City will not be responsible for Gardener’s parcel or for any personal property, which Gardener may bring into the Garden.
8. The City may terminate this agreement for any reason with 30 days written notice.
9. This agreement expires on December 31, 2012.

By Signing the Garden Renewal form, I acknowledge that I have read the Community Garden Agreement and agree to abide by all rules and regulations.



City of Costa Mesa
Public Services Department - Recreation Division
Community Garden By-Laws

The Community Garden Program has been developed to provide gardeners the opportunity to actively grow food, flowers and plants for personal enjoyment, and not for resale.

Garden hours: Monday - Saturday, 8:00 a.m. to dusk; Sunday, 9:00 a.m. to dusk.

Motorized Equipment Cannot Be Used Before 9:00 a.m. on Saturday and 11:00 a.m. on Sunday.

1. Parcels will be assigned by the Public Services Department, Recreation Division. The City may assign parcels to community/charitable organizations as appropriate.
2. There is a limit of one garden parcel per household. Parcels must be actively gardened. Parcels not actively gardened will be reassigned after 3 warning contacts.
3. Animals are not permitted in the garden area including dogs or pets on a leash.
4. All crops grown are for personal consumption or gifts - not for commercial use or resale.
5. The City is not responsible for the theft of crops, tools, or personal belongings.
6. Gardeners may not use any type of chemical product on any parcel.
7. Alcohol consumption, and loitering in the garden after dusk is prohibited in the garden or in parking lot area.
8. All garden parcels must be kept in a clean, neat and weed free condition at all times. Gardeners must maintain the aisle way surrounding their parcel and keep them in a clean, neat and weed free condition. Gardeners are encouraged to spread bark in the aisle way to inhibit the growth of weeds, reduce dust, and cover mud.
9. All material, plants, pots, supplies, tools, bins, branches, vines, etc., must remain within the parcel boundary at all times. All aisles must be free and clear of all plants, tools, pots, etc. Plants whose growth extends into the aisle way must be kept trimmed and out of the aisle way. Gardeners are not permitted to place any item, plant or grow any seed, plant, shrub, tree, or vine on or near the garden fencing. Anything grown or placed in common areas or against the fences will be removed by the City without notice.
10. All items used in the parcel must be appropriate for gardening. Frames constructed of simple stakes, string, or prefabricated lightweight wire frames available at nurseries will be allowed. Household items such as baby gates, tires, bookcases, shelves, construction material, screen doors, mailboxes or other similar items are not permitted.
11. Private vehicles may load/unload supplies or equipment only in the common area and only for the time needed to load/unload. No vehicles are allowed in the aisles at any time.
12. Garden parcels are limited to approximately 15' x 15' boundaries. City shall, at City convenience, re-stake and verify parcel boundaries as needed. Gardeners are not allowed to extend their garden or encroach into the common area or into another parcel.
13. Trees, plants, trellis, archways, or any other item in the parcel must not exceed 6 feet in height or unreasonably cast shade onto any other parcel. If any item does cast shade or impact another parcel in any way, the gardener will trim and/or adjust the heights or take other necessary measures to eliminate the impact on the other parcel.
14. No standing water is allowed. All watering must be contained within parcel boundary, with no overflow.
15. Upon termination of garden contract, it is the responsibility of the gardener to clear the parcel. If a parcel is not cleared, the key deposit will not be refunded.
16. Violation of this agreement and/or Bylaws shall be grounds for termination of privileges afforded to the Gardener.
17. Any unsafe condition should be brought to the attention of the Recreation Division at (714) 754-5300.

ANY GARDENER WHO DOES NOT COMPLY WITH THESE BY-LAWS WILL BE ASKED TO SURRENDER THEIR GARDEN PARCEL AND GATE KEY, WITHOUT REFUND.

By Signing the Garden Renewal form, I acknowledge that I have read the Community Garden By-Laws and agree to abide by all rules and regulations.



City of Costa Mesa
Public Services Department - Recreation Division

2012 Garden Renewal Form

FEE DUE: \$30 for residents, \$60 for non-residents: DUE DATE: December 19, 2011

Name: _____

Hamilton Garden Parcel # _____ Del Mar Garden Parcel # _____

If your contact information has changed in the last 12 months, please complete the fields below:

Address: _____

City, State and Zip Code: _____
(No Post Office Box addresses accepted)

Home & Cell Phone: _____

E-mail: _____

By signing below, I acknowledge that I have read and will abide by the Garden Bylaws and Agreement. The Bylaws and Agreement documents can be found on the Parks and Recreation link on the City's website at www.costamesaca.gov. The documents are also posted on the bulletin board at the Gardens.

Signature

Date

Signature

Date

Please return your signed Garden Renewal Application form and fee by mail to Costa Mesa City Hall, 77 Fair Drive, Recreation Division, 3rd Floor, Attention: Community Garden Renewal, or drop them off in person between 8 a.m. and 4:30 p.m. Make your checks payable to the City of Costa Mesa. Be sure to read the Agreement and Bylaws document before signing the Renewal form. Return the signed renewal form only along with your registration fee. We will process and return a receipt for your records. For information, assistance, or a hard copy of the Bylaws and Agreement, please call Donna Theriault at 714-754-5636 or by e-mail at donna.theriault@costamesaca.gov (Please note my new e-mail address, and do not omit the "dot" between my first and last name.)

*****office use only*****

City Representative _____ Date _____ Method of Payment _____
Signature